

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**EMPLOYERS MUTUAL CASUALTY
COMPANY,**

Plaintiff,

v.

**ARNBERG & ALLEN CONSTRUCTION,
LLC, STEVEN D. ARNBERG, JIM ALLEN,
MICHAEL O. LUNSFORD AND
DEBRA O. LUNSFORD,**

Defendants,

Case No. 2:05-CV-01108-DRB

**ANSWER OF DEFENDANTS ARNBERG & ALLEN
CONSTRUCTION, LLC AND JIM ALLEN**

Come now Defendants Arnberg & Allen Construction, LLC (“Arnberg & Allen”) and Jim Allen (Defendants Arnberg & Allen and Jim Allen collectively referred to herein as “Defendants”) and hereby answer the allegations of Plaintiff’s Complaint as follows:

1. Defendants lack sufficient knowledge to admit or deny the allegations contained in Paragraph 1.
2. Admitted.
3. Upon information and belief, admitted.
4. Admitted.
5. Upon information and belief, admitted.
6. Upon information and belief, admitted.
7. Admitted.
8. Defendants lack sufficient knowledge to admit or deny the allegations contained in Paragraph 8, and therefore deny the same.

9. Defendants admit that the underlying complaint generally asserts the allegations referenced in Paragraph 9.

10. Defendants admit that the underlying complaint generally asserts the allegations referenced in Paragraph 10.

11. Defendants admit that the underlying complaint generally asserts the allegations referenced in Paragraph 11.

12. Defendants admit that the Lunsfords are seeking compensatory damages, emotional distress damages and costs in the underlying action. Defendants deny that the Lunsfords are seeking attorney's fees in the underlying action.

13. Defendants lack sufficient knowledge to admit or deny the allegations contained in paragraph 13, and therefore deny the same.

14. Admitted.

15. Defendants state that the complaint in the underlying action speaks for itself. Without limiting the foregoing, Defendants deny that all of the causes of actions that are referenced in Paragraph 15 have been asserted against both Arnberg & Allen and Jim Allen.

16. Upon information and belief, admitted.

17. Upon information and belief, admitted.

18. Defendants deny that Arnberg & Allen and Jim Allen are not entitled to coverage under the commercial general liability policy.

19. Defendants deny that Arnberg & Allen and Jim Allen are not entitled to coverage under the umbrella policy.

20. Admitted.

Defendants deny that Plaintiff is entitled to the relief it seeks and demand strict proof thereof.

DEFENSES

Without assuming any burden of proof that it would not otherwise bear, Defendants assert the following defenses:

FIRST DEFENSE

Defendants deny the material allegations of the Complaint and demand strict proof thereof.

SECOND DEFENSE

Defendants assert the defense of waiver.

THIRD DEFENSE

Defendants assert the defense of estoppel.

FOURTH DEFENSE

Defendants reserve the right to assert other defenses and claims when and if it becomes appropriate in this action.

Respectfully submitted,

/s/ Richard H. Allen

Robert F. Northcutt (NOR015)

Richard H. Allen (ALL053)

Attorneys for Defendants Arnberg & Allen
Construction, LLC and Jim Allen

OF COUNSEL:

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CERTIFICATE OF SERVICE

I hereby certify that on December 20th, 2005, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Cynthia A. Martin, Esq.
James Alfred Kee, Jr.
Kee & Selby, LLP
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Birmingham, AL 35243

/s/ Richard H. Allen